

AGREEMENT BETWEEN THE

BLOOMINGDALE BOARD OF EDUCATION

AND THE

BLOOMINGDALE EDUCATION ASSOCIATION
(Secretaries, Including Designated Central Office Personnel)

July 1, 2012- June 30, 2015

I. RECOGNITION

The Board hereby recognizes the Bloomingdale Education Association as the exclusive bargaining representative for all school secretarial, Special Services secretarial, and Central Office personnel, excluding Secretary to the Superintendent and Secretary to Business Administrator/ Payroll Clerk.

The term "employee" when used herein shall mean all members of the Association unless otherwise noted.

II. REPRESENTATION FEE

If an employee does not become a member of the Association during any membership year (i.e. from Sept. 1 to the following Aug. 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to effect the employee's per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the Association will inform the Board, in writing, of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its own members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefiting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees, and assessments.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with NJSA 34:13A-5.4 of this act, a return of and part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

The Board will deduct the representation fee in equal installments as nearly as possible from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- A. 10 days after receipt of the aforesaid list by the Board or
- B. 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

III. LEAVE TIME

A. Sick Leave

- 1. Each secretary or office personnel shall be entitled to one day per month for each month worked.

2. Unused sick days shall accumulate from year to year.
3. Upon cessation of employment, all present employees who have at least 10 or more years of continuous employment in Bloomingdale shall be reimbursed for their accrued sick leave, based on the member's per diem salary at that time, but shall not exceed \$9,250.00 "capped". Payment of the above amount shall be paid by July 15 of the year of retirement.

B. Bereavement Leave

1. An allowance of 3 school days' leave shall be granted to each person at any one time to attend the funeral of a member of the immediate family. Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, child, brother or sister, brother-in-law or sister-in-law, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, aunt, uncle, spouse or anyone of the same household. Additional days (maximum of 2) may be given at the discretion of the Superintendent.

C. Personal Leave

1. Each Association member shall be granted five (5) days leave for personal business. Unused personal days shall be accumulated as sick days. The employee shall be permitted to carry-over unused personal days into the following school year; however, the maximum amount of personal days in one school year shall never exceed six (6).
2. Except in cases of emergency, all requests for leave shall be in writing (on a pre-printed form supplied by Superintendent's Office) to the Superintendent, or his delegated agent, two days prior to the date requested.

Sequential days, in the event of an emergency, may be taken with the approval of the Superintendent and will not reasonably be denied.

D. Leave of Absence/Maternity

1. All employees, pregnant or adopting, shall be granted a leave of absence without pay, for a period of up to one year. A leave of absence shall be submitted in writing to the Superintendent. Accumulated sick days may be used toward this leave of absence. Additional leave is at the recommendation of the Superintendent and approval of the Board.

E. Disability Leave

1. Any employee who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, childbirth, miscarriage and/or recovery shall apply for and receive a disability leave upon presentation of documentation from a medical doctor.
2. Disability leave shall be charged to accumulated sick leave, if any, of said employee. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employees under this

agreement. Insurance coverage provided at Board expense shall not exceed one year.

F. Illness in Family

1. A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of an employee's immediate family or a family member resident in the employee's home, upon presentation of a physician's letter stating need as per Family Leave Act.

G. Holidays

1. All Association members shall receive the following paid holidays. In the event that school is in session on any of the holidays listed below, all Association members shall receive a day in lieu of the holiday during the school year.

Holidays - 16½ days

Independence Day	New Year's Day Before
Labor Day	New Year's Day
Columbus Day	Floating Holiday
½ Day Before Thanksgiving	Martin Luther King
Thanksgiving Day	Lincoln's Birthday
Thanksgiving Day After	President's Day
Christmas Day Before	Good Friday
Christmas Day	Memorial Day
Christmas Day After	

2. All unit members shall be entitled to two days leave for the annual New Jersey Education Association Convention with pay.

H. Vacations

1. Vacation time for twelve (12) month Association members in this unit shall be based on the year's service from July 1 starting date and shall be as follows:

After six (6) months service	5 days
After one (1) year	10 days
Five (5) years - ten (10) years	15 days
Over ten (10) years - fifteen (15) years	20 days
Over fifteen (15) years	25 days

2. Vacation time for eleven (11) month Association members in this unit shall be based on the years service from July 1 starting date and shall be as above pro-rated.
3. For School Secretaries, up to two weeks may be taken while school is in session. Any request exceeding the above mentioned guidelines must be approved by the Superintendent of Schools. Except for extenuating circumstances, requests for vacation must be made at least one month in advance.

I. Definition of Part-time/Full-time Employees

Part time employees will receive sick days, personal days, and vacation days on a pro rated basis. No person hired after the effective date of this contract as a part time employee (less than 35 hours and 50 minutes per week) shall be eligible for health benefits.

Upon implementation of this contract a full time employee shall be defined as one who works a minimum of 35 hours and 50 minutes per week.

Any full time employee covered under this agreement currently receiving benefits would not lose said benefits if their hours are reduced.

IV. INSURANCE PROTECTION

A. Medical/Health Plan

The Board shall provide the full single rate coverage and one hundred percent (100%) of the cost of the single, husband/wife, parent/child or family coverage to all full time employees enrolled in the current health benefits, traditional plan. Any new full time employee hired after the effective date of the 2009-12 contract will be given an enhanced family PPO plan, single coverage with husband/wife, parent/child or family coverage upon tenure. Coverages are subject to statutory employee contributions while the contributions are required under state law.

B. In the event the Board of Education changes insurance carriers, all benefits for Association members must be equal to or better than insurance protection provided herein.

C. In the event that the Board anticipates changes in insurance carriers, notification will be provided to this group.

D. The board agrees to distribute information regarding enrollment dates and supplementary information as may be available to staff members once per year.

E. All Association members who leave employment with the Bloomingdale Board of Education have had 10 or more years in the Bloomingdale School System shall be given the opportunity to purchase their present insurance at the current group cost rate for each year where benefits are desired in perpetuity. This insurance coverage may only be ended at the request of the Association member described herein.

F. Prescription Drug Plan

The Board shall provide a full family coverage prescription plan with a co-payment of \$5.00 for each generic prescription filled or a co-payment of \$10.00 for each brand name prescription filled.

All new full time employees hired after the implementation of this contract will be given an Enhanced family PPO Plan, single coverage, with family coverage upon tenure.

G. Vision Plan

The Board shall provide reimbursement of \$200/employee toward the purchase of Vision Services, with receipts.

H. Disability Insurance

A voluntary Disability Insurance Plan shall be maintained with Prudential Insurance Co. Payment for the Plan I, Step 2, as attached, shall be made by the Board. The Board's cost for the plan shall not exceed \$350 per employee per year. Should an employee wish to upgrade his/her plan, the cost of the upgrading will be borne by the individual.

I. Dental Plan

The Board shall provide complete single, husband/wife, parent/child or family coverage to all full time employees enrolled in the current dental benefit plan, paid by the Board for all Association members to the September 1, 1991 cap for the 2003/2004 school year.

All new full time employees hired after the effective date of this contract will be given an Enhanced family PPO Plan, single coverage, with single, husband/wife, parent/child or family coverage upon tenure.

The Board agrees to provide a dental plan which includes the following elements:

1.	Preventive and Diagnostic	100%
2.	Basic Services	80/20 Co-pay
3.	Prosthodontics Benefits	50/50 Co-Pay

The maximum amount payable for the above services shall be \$1,000 per calendar year.

- J. An IRS Section 125 plan shall be available for purposes of health insurance contributions, waivers, and flexible spending accounts, including a dependent care flexible spending account.

V. OVERTIME

Any work in excess of 35 hours and 50 minutes shall be compensated by time and ½ calculated on secretary's salary for each hour worked, with the approval of the Principal/ Supervisor or Administrator. There will be a guaranteed rate of time and ½, a minimum of 2 hours pay, calculated on employee's salary for call-ins.

VI. TENURE

Tenure shall be granted to Association members in accordance with state law.

VII. PERFECT ATTENDANCE

A Staff Attendance Incentive Program will be implemented by the Superintendent or designee. The following rewards will be received by secretaries who qualify according to the requirements of the plan. These rewards must be spent on office or office-related materials or equipment.

No Days Absent	\$225
One Day Absent	\$175
Two Days Absent	\$125

VIII. SALARIES

Salaries for Association members will be as follows with additional increments as noted for achievement of Bachelor (\$1,600), Associate (\$800) Degree:

Position	2012/2013 (2.00%)	2013/2014 (2.00%)	2014/2015 (2.00%)
MBD Secretary	\$39,104.00	\$39,886.00	\$40,684.00
SRD Secretary	\$39,104.00	\$39,886.00	\$40,684.00
WTB Secretary	\$44,318.00	\$45,204.00	\$46,108.00
Spec Services (11 months)	\$45,765.00	\$46,681.00	\$47,614.00
Dist. Financial Asst.	\$62,350.00	\$63,597.00	\$64,868.00
Transportation/Maint./ Facilities Coordinator	\$40,926.00	\$41,745.00	\$42,580.00

Effective July 1, 2012, and retroactive to July 1, 2012, the employees in the unit shall receive a 2% average increase inclusive of increment.

Effective July 1, 2013, the employees in the unit shall receive a 2% average increase inclusive of increment..

Effective July 1, 2014, the employees in the unit shall receive a 2% average increase inclusive of increment.

Additional non cumulative increments will be given to all Association members after five (5) years service in the Bloomingdale School System as follows:

	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
After 5 years	\$ 391.00	\$ 398.00	\$ 406.00
After 10 years	\$ 904.00	\$ 922.00	\$ 940.00
After 15 years	\$1,806.00	\$1,843.00	\$1,879.00
After 20 years	\$3,070.00	\$3,132.00	\$3,194.00
After 25 years	\$4,337.00	\$4,424.00	\$4,512.00

Longevity for all eligible employees shall be increased by the settlement rate in each year of the contract.

Starting salary for all new full time employees beginning July 1, 2012 is as follows:

10 month	\$22,438.00
12 month	\$27,564.00

IX. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an Association member or by the Association based upon the interpretation, application or violation of the Agreement, policies or administrative decisions affecting the terms and conditions of employment. The grievance shall identify the specific alleged violation and the requested remedy.
2. An "aggrieved person" is the person or persons making the claim.

B. Procedures

1. Step One: Principal (School Secretaries), Board Secretary (Central Office Personnel), Director/Special Services (Special Services Personnel)

The aggrieved person presents the grievance in writing, directly or through the Association Representative to the building principal.

- a. Within two (2) school days, an interview is held by the building principal with the grievant and/or the Association Representative.
- b. Within five (5) school days after the interview, a decision in writing will be given by the principal.
- c. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

2. Step Two: Superintendent

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person have five (5) school days to file an appeal in writing with the Superintendent.

- a. The Superintendent or his designee shall arrange an interview with the aggrieved person within two (2) school days after receipt of appeal.
- b. Within five (5) school days following the interview, the Superintendent shall give his written decision to the aggrieved person or the Association Representative.

3. Step Three: Board

If the aggrieved person is still not satisfied, he/she may, within five (5) school days of the Superintendent's decision, make a written request to the Board for a review of the decision.

- a. The Board or its designated committee shall set a hearing date to be held at the second Board meeting after receipt of the aggrieved person's request.

- b. Within ten (10) school days after the next scheduled board meeting, the Board will notify in writing the aggrieved person or the Association of its decision.

4. Step Four: Arbitration

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this Agreement, he/she may ask the Association to notify the Board in writing within fifteen (15) days of his/her desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten (10) days, an arbitrator shall be selected by the rules established by the American Arbitration Association.
 - b. The decision of the arbitrator shall be final and binding on both parties.
 - c. The costs of arbitration, including the arbitrators fees but excluding the attorney fees shall be divided equally between both parties.
- C. An aggrieved person shall not have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance. The party of interest is required to continue under the direction of the Superintendent and administrators, regardless of the tendency of any grievance, until such grievance is properly determined.
- D. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within thirty (30) days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.

X. MISCELLANEOUS

- A. Pay periods shall be the 15th and 30th of each month.
- B. No disciplinary action of any kind shall be taken against any employee without just cause.
- D. School Secretaries shall not be required to run off copies for teachers, except in the case of an emergency.
- E. School Secretaries will be required to do attendance registers providing appropriate software for the computer is available and the appropriate training is made available, if needed.
- F. Student attendance records (registers), including monthly/yearly totals will not be the responsibility of the central office.
- G. All job openings shall be posted at least two (2) weeks before the job is filled.
- H. Association members will be given the opportunity to apply for stipend positions.

- I. Courses taken to upgrade skills pertaining to job responsibility shall be paid for by the Board at a cost not to exceed \$1,500.00 per year. Courses shall be approved by the Superintendent.
- J. The Board agrees to provide mileage reimbursement in the amount of the I.R.S. or NJ OMB allowance, whichever is permissible by either advisory or law, per mile for those staff personnel who must travel in the performance of their duties.
- K. Employees attending workshops related to job responsibilities or requirements will be reimbursed by the Board, with the same conditions as Regulations #9250, subject to approval of the Superintendent.
- L. When there is a declared snow day the Superintendent shall not require the secretarial staff to be at work.
- M. To maintain open communications between the Board and secretarial staff, it is agreed that members of the Association will meet with the Staff Relations Committee two times per year.


XI. DURATION OF AGREEMENT

This agreement will be effective retroactively to July 1, 2012, and shall continue in effect until June 30, 2015.


IN WITNESS WHEREOF, the Bloomingdale Board of Education and the Bloomingdale Education Association have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

**Bloomingdale Education
Association**

**Bloomingdale Board
of Education**



President



President

11/26/12

Date

11/26/12

Date

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning July 1, 2012 thru June 30, 2015.

Employer: Bloomington Board of Education

County: Passaic

Date: October 23, 2012

Name: George Hagl
Print Name

Title: Bus. Adm. / Bk. Secretary
[Signature]
Signature